

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. EDNA NORTON,)
2. FELIPE SAGASTIZADO,)
3. TAMMY SAGASTIZADO,)
)
)
Plaintiffs,)
)
v.) Case No.: CIV-12-591-F
)
1. FARMERS INSURANCE COMPANY,)
INC., a Kansas for profit Insurance)
Corporation,)
)
)
Defendant.)

COMPLAINT

A. Parties

1. Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, are each citizens of the State of Oklahoma.
2. Defendant, Farmers Insurance Company, Inc., is a foreign for profit insurance corporation incorporated and organized under the laws of the state of Kansas.
3. The principal place of business for Defendant, Farmers Insurance Company, Inc., is within a state other than the state of Oklahoma.
4. The Defendant, Farmers Insurance Company, Inc., is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, owned and/or resided in a home located at 1300 Springlake Road, in Newcastle, Oklahoma.

8. On or about May 24, 2011, Plaintiffs' home was damaged as the result of wind and a tornado storm.

9. At all times material hereto, the Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, were insured under the terms and conditions of policy number 0937280811, issued by the Defendant, Farmers Insurance Company, Inc..

10. At all times material hereto, Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, complied with the terms and conditions of their homeowners' insurance policy.

11. Wind and tornado damage are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant, Farmers Insurance Company, Inc.

D. Count I Breach of Contract

12. Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, properly submitted their claim for wind and tornado damage, a covered peril not otherwise excluded, to Defendant, Farmers Insurance Company, Inc. Defendant, Farmers Insurance Company, Inc., unreasonably disregarded evidence supporting covered claim payments to the Plaintiffs, including, but not limited to payment of due and owing overhead and profit claim benefits.
13. Defendant, Farmers Insurance Company, Inc., violated its own policies and procedures as well as industry standards in its unreasonable application of overhead and profit benefits in the Plaintiffs' claim and treated Plaintiffs differently than the Defendant's other insureds.
14. Defendant, Farmers Insurance Company, Inc., unreasonably refused to work with the Plaintiffs to determine an appropriate scope of damages incurred as a result of the wind and tornado storm on May 24, 2011.
15. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

E. Count II Bad Faith

16. Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, properly submitted their claim for wind and tornado damage, a covered peril not otherwise excluded, to Defendant, Farmers Insurance Company, Inc. Defendant, Farmers

Insurance Company, Inc., unreasonably disregarded evidence supporting covered claim payments to the Plaintiffs, including, but not limited to payment of due and owing overhead and profit claim benefits.

17. Defendant, Farmers Insurance Company, Inc., violated its own policies and procedures as well as industry standards in its unreasonable application of overhead and profit benefits in the Plaintiffs' claim and treated Plaintiffs differently than the Defendant's other insureds.

18. Defendant, Farmers Insurance Company, Inc., unreasonably refused to work with the Plaintiffs to determine an appropriate scope of damages incurred as a result of the wind and tornado storm on May 24, 2011.

19. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

F. Demand for Jury Trial

20. The Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, hereby request that matters set forth herein be determined by a jury of their peers.

G. Prayer

21. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiffs' homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which

punitive damages are hereby being sought.

22. Having properly plead, Plaintiffs, Edna Norton, Felipe Sagastizado and Tammy Sagastizado, hereby seek contractual, bad faith and punitive damages against the Defendant, Farmers Insurance Company, Inc. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiffs' homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/Michael D. McGrew
Michael D. McGrew, OBA# 013167
MICHAEL D. MCGREW, & ASSOCIATES,
223 N. 3rd, Suite 206
Muskogee, Oklahoma 74401
(918) 684-4321 Telephone
(918) 684-4322 Facsimile
ATTORNEYS FOR THE PLAINTIFFS